



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNDC, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

The parties both attended and gave affirmed testimony, and the landlord provided evidentiary material in advance of the hearing. The parties were given the opportunity to question each other respecting the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

No issues with respect to service or delivery of documents or evidence were raised.

During the course of the hearing, the landlord withdrew the application for a monetary order for damages.

### Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

**The landlord** testified that this month-to-month tenancy began on August 1, 2013 and ended either on June 30 or July 1, 2014. Rent in the amount of \$700.00 per month was originally agreed to, however the tenant's boyfriend also moved in during the first month of the tenancy and the parties agreed to increase the rent to \$725.00 per month

effective September 1, 2013. Rent was payable on the 1<sup>st</sup> day of each month, and at the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$350.00. No written tenancy agreements were prepared or signed.

The tenant didn't pay any rent for the first month of the tenancy and agreed to re-pay the \$700.00 by increasing future rent by another \$50.00 per month until it was satisfied. The tenant did so, however paid only \$400.00 for February, 2014 and failed to pay any rent for May or June, 2014. On April 30, 2014 the landlord gave the tenant a letter stating that the tenant had to move out by the end of June, 2014, a copy of which has been provided. It is not a notice to end the tenancy in any approved form, but a letter dated April 30, 2014.

The tenant moved out and the landlord was willing to forgive the rent owed if the landlord didn't have to repay the security deposit to the tenant. The landlord didn't know that wasn't allowed, and the landlord received the tenant's forwarding address in writing at the end of July, 2014. The landlord returned double the amount, \$700.00 to the tenant but the rent has still not been paid.

**The tenant** testified that she couldn't come up with the rent for May and June. She tried to give May's rent to the landlord but they wouldn't take it.

The tenant also testified that she paid the landlord \$775.00 each month from September, 2013 to January, 2014 and paid \$400.00 in February, 2014; \$200.00 on March 6, 2014; \$100.00 on March 24, 2014 for February's rent. She also paid an additional \$775.00 for March, 2014 and \$775.00 for April, 2014. The tenant did not pay any rent for May or June.

The tenant further testified that the landlord increased the rent to \$725.00 per month and the tenant didn't argue. However, the landlord also made the tenant pay an additional \$50.00 per month toward the arrears from August, 2013.

### Analysis

Firstly, I am satisfied that the parties agreed that rent would be \$725.00 per month commencing September 1, 2013. There was no written contract at the commencement of the tenancy, and the tenant testified that when the landlord requested an additional \$25.00 per month for an additional occupant, the tenant didn't argue.

I also find that rent for August, 2013 was \$700.00 but wasn't paid by the tenant. The tenant paid towards those arrears during the tenancy in installments of \$50.00.

Where a party makes a monetary claim against another party, the onus is on the claiming party to prove the amount. There is no dispute that the tenant didn't pay any rent for May or June, 2014, and I find that the landlord has established a claim for \$1,450.00. The tenant, by her own testimony, owed the landlord \$700.00 for the first month of the tenancy and re-paid at \$50.00 per month from September, 2013 to January, 2014 as well as in March and April, 2014, which totals \$350.00. Therefore, I am satisfied that the landlord is owed an additional \$350.00. The tenant also testified that she paid \$700.00 for February, 2014, leaving another \$25.00 outstanding. The landlord has not provided any evidence to the contrary, and I find that the landlord is owed \$1,825.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,875.00.

This order is final and binding and may be enforced.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 25, 2015

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Residential Tenancy Branch

